

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF CHILDREN AND FAMILIES
AND
OFFICE OF THE HEALTHCARE ADVOCATE**

WHEREAS, the Office of the Healthcare Advocate (hereafter, "OHA") assists consumers with managed care insurance issues through a unique model of delivering real-time services that include consumer education; direct intervention with healthcare providers; advocacy with insurers; and preparation of and participation in appeals of denials of coverage, including in-person advocacy for consumers at administrative appeal hearings, pursuant to Conn. Gen. Stat. §38a-1041 *et seq.*

WHEREAS, the Department of Children and Families (hereafter, "DCF") provides an array of behavioral health services to children and families through its Voluntary Services Program (hereafter, "VSP") pursuant to Conn. Gen. Stat. §17a-11.

WHEREAS, many families participating in DCF's VSP have private insurance and could benefit from the expertise of OHA to secure coverage for services for their children.

WHEREAS, many of the parents of children participating in DCF's VSP may be legally required to contribute to the cost of VSP services.

WHEREAS, the State of Connecticut is required to ensure that it is the payer of last resort for services received by children from DCF's VSP.

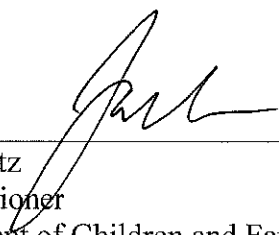
WHEREAS, DCF and OHA have mutually identified improvements that can be made to increase private health insurance coverage and increase insurance education for families whose children are served through the VSP.

NOW THEREFORE, it is hereby understood and agreed by the parties that:

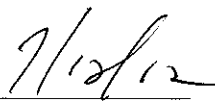
1. DCF shall make improvements in the method by which private insurance is identified for VSP applicants.
2. At the time of intake, DCF shall require VSP applicants to execute an authorization that allows OHA to assist in the process of securing private insurance payment or initiating an appeal of a denied insurance claim on behalf of the family and child.
3. In accordance with the approved adjustments to the State of Connecticut 2012-2013 Biennial Budget (HB 5557), OHA has been provided, via budget transfer from DCF to OHA, with the position and funds to hire a Licensed Clinical Social Worker. The duties of this position shall include, but not be limited to:
 - a. accepting referrals from DCF staff of VSP applicants who have been identified as covered by private healthcare insurance;

- b. acting as the point of contact for applicants for DCF VSP out-of-home or in-home behavioral health services to ensure insurance reimbursement options are fully utilized;
 - c. providing information to families regarding the necessary steps to determine insurance reimbursement options and processes;
 - d. assisting families with filing complaints and appeals, as needed, with their insurance carriers; and
 - e. maintaining information about coverage limitations or denials for necessary behavioral health services to be used for systemic improvement and legislative changes.
4. The initial funding formula for the position referred to in paragraph 3 does not preclude the funding of additional positions if DCF and OHA agree, and approval for such funding is obtained from OPM, although nothing in this Agreement shall prevent OHA from seeking funding for additional positions from other funding sources.
 5. Expenses incurred by OHA to initiate the healthcare insurance appeal process on behalf of a child referred to OHA from DCF shall be fully reimbursed to OHA from DCF through the transfer invoice process. If necessary to facilitate an appeal, DCF shall issue a direct payment upon notification from OHA.
 7. DCF shall assign a program lead as the primary liaison to OHA.
 8. Senior management from DCF and OHA shall meet at least quarterly to review progress toward the goals of this Agreement.
 9. OHA shall securely maintain all information regarding children and families referred to it by DCF and shall not disclose any information unless authorized by DCF or an authorized family member.
 10. OHA shall provide monthly reports and an annual summary to DCF on the types of cases received, the work performed by the Licensed Clinical Social Worker hired in accordance with paragraph 3, and the amounts recovered on behalf of the family or the State of Connecticut, as the case may be.
 11. The initial term of this Agreement shall be for two years. This Agreement may be renewed for successive two-year periods beginning July 1, 2014.
 12. This Agreement may be modified from time to time to achieve its underlying purposes as agreed by both parties in writing.


SIGNED




Joette Katz
Commissioner
Department of Children and Families



Date



Victoria Veltri
Healthcare Advocate



Date